

05-20-2003



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TRADEMARKS ONI

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CMB No. 0651-0011 (exp. 4/94)

Tab settings → → →

4-2-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SIGNATURE FRUIT COMPANY, LLC
2260 Tenaya Drive
Modesto, California 95354

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Delaware**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **March 13, 2003**

2. Name and address of receiving party(ies)

Name: **BANK OF AMERICA, N.A**

Internal Address:

Street Address: **55 South Lake Avenue, Suite 900**

City: **Pasadena** State: **California** ZIP: **91101**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____

☒ Corporation-State **California**

☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

78/193835

B. Trademark Registration No.(s)

0185225, 0236685, 0321772, 0336253

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Mr. Michael Wright
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

5/16/2003 DBYRME 00000121 200052 78193835

6. Total number of applications and registrations involved: **60**

7. Total fee (37 CFR 3.41)\$ **1515⁰⁰**

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

200052

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MR. MICHAEL WRIGHT

Name of Person Signing

Signature

March 27, 2003

Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARK
REEL: 002735 FRAME: 0110

EXHIBIT "A"**TRADEMARKS***as of 2/21/03***U. S. Pending Trademark Applications**

Trademark	Serial Number	Status
TASTE O' THE WEST	78/193835	Pending

**U.S. Registered Trademarks
(Assignment to Signature Recorded)**

Trademark	Registration Number	Status
NUTRADIET (Stylized) (Class 29)*	0185225	Registered
MISS CALIFORNIA (Stylized)*	0236685	Registered
MISSION PEAK*	0321772	Registered
OLD MILL (Stylized)*	0336253	Registered
YOSEMITE (Stylized)*	0501119	Registered
AETNA*	0507651	Registered
FIRENZE*	0507853	Registered
DIET GIFT (Stylized)*	0554928	Registered
ELWOOD*	0584882	Registered
INSTANT-MADE*	0588867	Registered
THREE STAR (Stylized)*	0602206	Registered
RICH FLAVOR (Stylized)*	0603159	Registered
TASTE SEALED and Design*	0606800	Registered
DEMAND (Stylized)*	0606802	Registered
Horse Carriage Woman Design*	0608069	Registered
FROM THE HEART OF CALIFORNIA SACRAMENTO (and Design)*	0608071	Registered
DIET DELIGHT (Stylized) (Classes 5, 29, 32)	0616308	Registered
LIDO (Stylized)*	0625547	Registered
COCK O' THE WALK (Stylized)*	0634449	Registered
SUNNY SMILES (Stylized)*	0761032	Registered
GRAPES JUBILEE (Stylized)*	0769659	Registered
DIET DELIGHT (Stylized) (Classes 29, 32)	0789398	Registered
DELPHIA*	0799978	Registered
QUALITY INN (Stylized)*	0812654	Registered
CALORIE CUTTER (Stylized)*	0816403	Registered
COCK O' THE WALK and Design*	0818381	Registered
CABLE CAR	0834850	Registered

* Trademarks that have not been used and are being or already are abandoned

1a-635853

**U.S. Registered Trademarks
(Miscellaneous)**

Trademark	Number	Status
Beacon Hill*	390647	Registered
Blue Sky (Stylized)	736879	Registered
Calasia*	742461	Registered
Carmen*	527455	Registered
F &P and Design*	741092	Registered
Full Bloom (Stylized)*	559887	Registered
Kobey's*	720417	Registered
Pic't Ripe*	749257	Registered
Redwood Inn*	753813	Registered
Rich Gift (Stylized)*	546117	Registered
Taste O' the West and Design	163556	Registered
Town & Country*	1933101	Registered
Wonder Cooking (Stylized)*	560696	Registered
Worthmore*	170655	Registered

Trademark	Registration Number	Status
CARNIVAL TIME*	0835190	Registered
JUBILEE (Stylized)*	0836401	Registered
PEACHES JUBILEE (Stylized)*	0849127	Registered
TENDERFUL (Stylized)*	0866931	Registered
NUTRADIET (Stylized) (Classes 1, 29, 30, 32)*	1259014	Registered
BOSS BEAN and Design*	1265169	Registered
BURBANK*	1272944	Registered
BROWN CROCK*	1285408	Registered
CHEF'S WOOD*	1360041	Registered
NATURE'S ORCHARD	1403320	Registered
GARDEN BASKET*	1445404	Registered
RANCHO*	1454515	Registered
COMO (Class 30)*	1614085	Registered
TRI VALLEY FRUIT-4-PAK and Design	1799509	Registered
COMO (Class 29)*	1830454	Registered
GLORIETTA	1851595	Registered
TRI-VALLEY	2192965	Registered
TRI-VALLEY AMERICA'S FINEST GROWERS and Design	2333488	Registered

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of March 13, 2003, is entered into by and between SIGNATURE FRUIT COMPANY, LLC, a Delaware limited liability company (the "Company"), and BANK OF AMERICA, N.A., in its capacity as Agent (as such term is defined herein), for the Lenders (as such term is defined herein).

R E C I T A L S

A. Company, the several financial institutions from time to time party thereto (the "Lenders"), and Bank of America, N.A., as administrative agent for the Lenders (the "Agent"), are contemporaneously herewith entering into that certain Credit Agreement, dated of even date herewith (as may be extended, renewed, amended or restated from time to time, the "Credit Agreement"), to, among other things, make available to the Company a revolving line of credit for loans and letters of credit in an aggregate amount not to exceed \$150,000,000.

B. Company is the owner of certain intellectual property, identified below, in which the Company is granting a security interest to the Agent, for the ratable benefit of the Agent and the Lenders, as further security for the Company's obligations under the Credit Agreement and the Loan Documents.

C. Pursuant to the terms of the Credit Agreement, the Company and the Agent are entering into this Agreement as additional security for the Obligations.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

A G R E E M E N T

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. All initially capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Credit Agreement. In addition, the following terms shall have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a

license or otherwise) by the Company, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by the Company, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by the Company, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of the Company's right, title, and interest, in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of the Company's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of the Company's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of the Company's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Company or in the name of the Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of the Company's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of the Company or in the name of the Agent for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of the Company's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of the Company or in the name of the Agent for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

;provided, however, that the Collateral shall not include:

(1) Any interest of the Company in any contract, contract right or other similar general intangible if the granting of a security interest therein is prohibited by the terms and provisions of the written agreement creating or evidencing such contract, contract right or similar general intangible and either (A) such agreement was entered into prior to the date of this Security Agreement, or (B) such agreement is entered into on or after the date of this Security Agreement and a copy of such agreement is promptly delivered to Agent by the Company after being entered into; provided further, however, that notwithstanding anything set forth in clause (ii) above to the contrary, (x) the Agent has and shall at all times have a security interest in all rights to payment due or to become due under any such contract, contract right, or similar general intangible and all other proceeds of any such contract, contract right, or similar general intangible and (y) if and when the prohibition which prevents the granting of a security interest in any such property is removed, terminated, or otherwise becomes unenforceable as a matter of law, the Agent will be deemed to have, and at all times to have had, a security interest in such property, and the Collateral will be deemed to include, and at all times to have included, such property; and

(2) The Real Property/Equipment General Intangibles (other than proceeds of Accounts (as defined in the Security Agreement), General Intangibles (as defined in the Security Agreement) and Inventory (as defined in the Security Agreement) on deposit in accounts securing any Secured Obligations) if and so long as the same are pledged to secure the Senior Secured Term Debt.

"Equipment" means all of the Company's presently existing or hereafter acquired "equipment", as such term is defined in the Code.

"Obligations" means all obligations, liabilities, and indebtedness of the Company to the Lenders, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Credit Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

“Real Property/Equipment General Intangibles” means general intangibles of any kind or description directly relating to or directly used in the operation or maintenance of the Real Property or Equipment or any part thereof or in the ownership, occupancy or leasing of the Real Property or Equipment or any part thereof and all amendments, supplements, substitutions and renewals thereof, now or hereafter acquired, including, without limitation, the general intangibles described in Annex A attached hereto.

“Real Property” means all of the Company’s now or hereafter owned or leased estates in real property, including, without limitation, all fees, leaseholds and future interests, together with all of the Company’s now or hereafter owned or leased interests in the improvements thereon, the fixtures attached thereto and the easements appurtenant thereto.

“Security Agreement” means that certain Security Agreement, dated of even date herewith, between the Company and the Agent.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof”, “herein”, “hereby”, “hereunder”, and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Agent or the Company, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Company, the Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Agent and the Company.

2. GRANT OF SECURITY INTEREST.

Company hereby grants to the Agent, for the ratable benefit of the Agent and the Lenders, a first-priority security interest in all of the Company’s right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Company hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents.

(i) A true and complete schedule setting forth all United States (federal and state) and foreign trademark and service mark registrations owned or controlled by the Company or licensed to the Company, together with the registration or application number is set forth on Schedule A;

(ii) A true and complete schedule setting forth all United States and foreign patent and patent applications owned or controlled by the Company or licensed to the Company, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B; and

(iii) A true and complete schedule setting forth all federal copyright registrations owned or controlled by the Company or licensed to the Company, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C.

3.2 Validity; Enforceability. Except for those trademarks that have been abandoned by the Company and are disclosed as abandoned in Schedule A attached hereto, each of the Company's copyrights, patents, service marks and trademarks is valid and enforceable, and the Company is not presently aware of any past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Except as may be noted on Schedules A, B or C, the Company is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by the Company not to sue third persons, except for Permitted Liens;

3.4 Notice. Company has used and will continue to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks;

3.5 Quality. Company has used and will continue to use consistent standards of high quality (which may be consistent with the Company's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks, unless the Company shall determine that any of the same is not material to the conduct of its business.

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of the State of California and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by the Company of the security interest hereunder or for the execution, delivery or performance of this Agreement by the Company or for the perfection of or the exercise by the Agent of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.

If the Company shall obtain rights to any new copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, then: (a) the provisions of this Agreement shall automatically apply thereto; (b) if any of the same is registered, or an application for registration has been filed with respect thereto, the Company shall give prompt notice in writing to the Agent with respect thereto and shall at such time provide the Agent with an amended Schedule A, Schedule B, or Schedule C, as the case may be; (c) Agent, for the ratable benefit of the Lenders, is hereby authorized to have an amendment to this Agreement recorded at the United States Patent and Trademark Office to reflect the Agent's and Lenders' security interest in such new copyrights, service marks, trademarks, or patents; and (d) all representations, warranties, and covenants of the Company hereunder shall be deemed to be remade and restated, to the extent applicable, with respect to all such new items of Collateral. The Company shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Company shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Company shall provide to the Agent any information with respect thereto requested by the Agent. Agent shall provide at the Company's expense all necessary cooperation in connection with any such suits, proceedings, action, including, without limitation, joining as a necessary party. Following the Company becoming aware thereof, the Company shall notify the Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding the Company's claim of ownership in any of the material copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such material copyright, patent, service mark or trademark rights.

6. POWER OF ATTORNEY.

Company grants the Agent, for the ratable benefit of the Agent and the Lenders, power of attorney, having the full authority, and in the place of the Company and in the name of the Company, from time to time following an Event of Default in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse the Company's name on all applications, documents, papers, and instruments necessary for the Agent to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for

the collection of any of the Collateral or otherwise to enforce the Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Company grants to the Agent, for the ratable benefit of the Lenders and its employees and agents the right to visit the Company's plants and facilities which manufacture, inspect, or store products sold under any of the Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Credit Agreement. An Event of Default shall occur as defined in the Credit Agreement;

8.2 Misrepresentation. Any representation or warranty made herein by the Company or in any document furnished to the Agent by the Company under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Company fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects the Agent, and such default shall continue for 20 days or more unless the Credit Agreement otherwise provides for a shorter cure period or no cure period for such default.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Agent shall have, in addition to, other rights given by law or in this Agreement, the Credit Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Agent may notify licensees to make royalty payments on license agreements directly to the Agent;

9.2 Sale. Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as the Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to the Company five days prior to such disposition. Company shall be credited with the net proceeds of such sale only when they are actually received by the Agent, and the Company shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral and

associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by the Agent at such sale.

10. GENERAL PROVISIONS.

10.1 CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES (OTHER THAN § 1646.5 OF THE CALIFORNIA CIVIL CODE). THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF THE AGENT, IN ANY OTHER COURT IN WHICH THE AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF THE COMPANY AND THE AGENT WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. EACH OF THE COMPANY AND THE AGENT HEREBY WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. COMPANY AND THE AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

10.2 Effectiveness. This Agreement shall be binding and deemed effective when executed by the Company and accepted and executed by the Agent.

10.3 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that the Company may not assign this Agreement or any rights or duties hereunder without the Agent's prior written consent and any prohibited assignment shall be absolutely void. Agent may assign this Agreement and its rights and duties hereunder and no consent or approval by the Company is required in connection with any such assignment.

10.4 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

10.5 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Agent or the Company, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

10.6 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

10.7 Amendments in Writing. This Agreement can only be amended by a writing signed by both the Agent and the Company.

10.8 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

10.9 Fees and Expenses. Company shall pay to the Agent on demand all costs and expenses that the Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of the Company under this Agreement that the Company fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Agent arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by the Company. The parties agree that

reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

10.10 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 13.8 of the Credit Agreement.

10.11 Termination By Agent. After termination of the Credit Agreement and when the Agent has received payment and performance, in full, of all Obligations (other than inchoate indemnification and reimbursement obligations), Agent shall execute and deliver to the Company a termination of all of the security interests granted by the Company hereunder.

10.12 Integration. This Agreement, together with the Security Agreement and the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

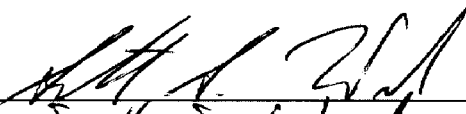
10.13 Abandoned Trademarks. Notwithstanding anything herein to the contrary, the Agent consents to the Company's abandonment of, and/or the termination or expiration of, those certain trademarks and tradenames so identified by the Company on Schedule A attached hereto (collectively, the "Abandoned Trademarks"), and agrees not to make any filings or recordings to evidence its security interest against the Abandoned Trademarks with the United States Patent and Trademark Office.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement on the date first written above.

“AGENT”

BANK OF AMERICA, N.A.,
as Agent for the Lenders

By: 
Name: Scott S. Ward
Title: Vice President

“COMPANY”


SIGNATURE FRUIT COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement on the date first written above.

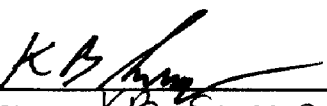
"AGENT"

BANK OF AMERICA, N.A.,
as Agent for the Lenders

By: 
Name: _____
Title: _____

"COMPANY"

SIGNATURE FRUIT COMPANY, LLC,
a Delaware limited liability company

By: 
Name: KB Simpson
Title: CFO

REAL PROPERTY/EQUIPMENT GENERAL INTANGIBLES

(i) All contracts and agreements to the extent directly relating to the Real Property or Equipment including, without limitation, (1) insurance policies with respect to the Real Property or Equipment, (2) proceeds of and any unearned premiums on all policies of insurance as are required under the Senior Secured Term Debt Documents or otherwise carried by the Company to the extent such policies directly relate to the Real Property or Equipment or any part thereof, (3) contracts for the purchase or sale of the Real Property or Equipment and (4) equipment leases relating to all or any portion of the Real Property or Equipment;

(ii) All governmental approvals, including building and use permits, to the extent directly relating to the Real Property or Equipment and to the extent such governmental approvals can be assigned or subjected to security interests under applicable law and all consents, licenses, permits, authorizations and agreements and any other rights to the extent directly relating to the Real Property or Equipment or any part thereof;

(iii) All data and information to the extent directly relating to the Real Property or Equipment or any part thereof, including, without limitation, patented or unpatented inventions (including all applications therefor and all reissues, extensions or renewals thereof), trade secrets, know-how, techniques, engineering information, construction information, operation information and other similar information;

(iv) All licenses to the extent directly relating to the Real Property or Equipment including, but not limited to, any operating licenses, contracts, management contracts or agreements, franchise agreements, permits, authorizations or certificates;

(v) All architectural drawings, specifications and plans and all operating, maintenance and repair manuals, plans, specifications, drawings, schedules and similar papers, in each case, to the extent directly relating to the Real Property or Equipment;

(vi) All books, records and equipment and parts supplier lists and other information in whatever form and however stored, in each case, to the extent directly relating to the Real Property or Equipment;

(vii) All warranties, indemnities and guaranties, in each case, to the extent directly relating to the Real Property or Equipment; and

(viii) All claims arising under any of the foregoing paragraphs A through G and all rights to compel performance of the terms of any of the foregoing paragraphs A through G;

(ix) All other personal property interests in the estate, interest or other claim or demand, which the Company now has or may hereafter acquire, in and to the Real Property including, without limitation, the following:

- (i) all deposits made with or other security given to utility companies by the Company with respect to the Real Property and the improvements thereon, and all advance payments of insurance premiums made by the Company with respect to the Property and claims or demands relating to insurance;
- (ii) All reciprocal easement agreements;
- (iii) All damages, royalties and revenue of every kind, nature and description whatsoever that the Company may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations regarding the Real Property, to the extent that such damages, royalties and revenue are derived from such right;

All accounts, instruments, documents, chattel paper and other products or proceeds arising from the sale, lease, transfer, collection or other disposition of the Real Property or Equipment or proceeds of such Real Property or Equipment;

EXHIBIT "A"**TRADEMARKS***as of 2/21/03***U. S. Pending Trademark Applications**

Trademark	Serial Number	Status
TASTE O' THE WEST	78/193835	Pending

**U.S. Registered Trademarks
(Assignment to Signature Recorded)**

Trademark	Registration Number	Status
NUTRADIET (Stylized) (Class 29)*	0185225	Registered
MISS CALIFORNIA (Stylized)*	0236685	Registered
MISSION PEAK*	0321772	Registered
OLD MILL (Stylized)*	0336253	Registered
YOSEMITE (Stylized)*	0501119	Registered
AETNA*	0507651	Registered
FIRENZE*	0507853	Registered
DIET GIFT (Stylized)*	0554928	Registered
ELWOOD*	0584882	Registered
INSTANT-MADE*	0588867	Registered
THREE STAR (Stylized)*	0602206	Registered
RICH FLAVOR (Stylized)*	0603159	Registered
TASTE SEALED and Design*	0606800	Registered
DEMAND (Stylized)*	0606802	Registered
Horse Carriage Woman Design*	0608069	Registered
FROM THE HEART OF CALIFORNIA SACRAMENTO (and Design)*	0608071	Registered
DIET DELIGHT (Stylized) (Classes 5, 29, 32)	0616308	Registered
LIDO (Stylized)*	0625547	Registered
COCK O' THE WALK (Stylized)*	0634449	Registered
SUNNY SMILES (Stylized)*	0761032	Registered
GRAPES JUBILEE (Stylized)*	0769659	Registered
DIET DELIGHT (Stylized) (Classes 29, 32)	0789398	Registered
DELPHIA*	0799978	Registered
QUALITY INN (Stylized)*	0812654	Registered
CALORIE CUTTER (Stylized)*	0816403	Registered
COCK O' THE WALK and Design*	0818381	Registered
CABLE CAR	0834850	Registered

* Trademarks that have not been used and are being or already are abandoned

la-635853

Trademark	Registration Number	Status
CARNIVAL TIME*	0835190	Registered
JUBILEE (Stylized)*	0836401	Registered
PEACHES JUBILEE (Stylized)*	0849127	Registered
TENDERFUL (Stylized)*	0866931	Registered
NUTRADIET (Stylized) (Classes 1, 29, 30, 32)*	1259014	Registered
BOSS BEAN and Design*	1265169	Registered
BURBANK*	1272944	Registered
BROWN CROCK*	1285408	Registered
CHEF'S WOOD*	1360041	Registered
NATURE'S ORCHARD	1403320	Registered
GARDEN BASKET*	1445404	Registered
RANCHO*	1454515	Registered
COMO (Class 30)*	1614085	Registered
TRI VALLEY FRUIT-4-PAK and Design	1799509	Registered
COMO (Class 29)*	1830454	Registered
GLORIETTA	1851595	Registered
TRI-VALLEY	2192965	Registered
TRI-VALLEY AMERICA'S FINEST GROWERS and Design	2333488	Registered

State Trademarks
(Assignment to Signature Not Recorded,
Owner of Record Tri-Valley Growers)

Trademark	Number	Status
TRI-VALLEY (California)	33361	Registered

FOREIGN TRADEMARKS
(Assignment to Signature Recorded)

Trademark	Number	Status
COCK O' THE WALK (Canada)*	122011	Registered
COMO (Canada)*	384390	Registered
TRI/VALLEY (Israel)	58541	Registered
TRI-VALLEY (Canada)	122003	Registered
TRI-VALLEY (Finland)	38164	Registered
TRI-VALLEY (Israel, Class 30)	58542	Registered
TRI-VALLEY (Israel, Class 32)	58543	Registered
TRI-VALLEY (Sweden)	101886	Registered
TRI VALLEY (Norway)	72554	Registered
TRI VALLEY (Mexico, Class 29)	426435	Registered
TRI VALLEY (Mexico, Class 32)	426436	Registered

**Foreign Trademarks Where Assignment to Signature Not Recorded,
And Trademarks Still Active
(Owner of Record is Tri-Valley Growers)**

Trademark	Number	Status
CALITO (Korea)*	264395	Registered
COCK O' THE WALK (Italy)*	507184	Registered
HEART'S DELIGHT (Benelux)*	539986	Registered
HEART'S DELIGHT (and Design) (Great Britain)*	B926121	Registered
HEART'S DELIGHT (Japan)*	3111182	Registered
NUTRADIET (Switzerland)*	394345	Registered
TRI-VALLEY (Great Britain, Class 29)	782701	Registered
TRI-VALLEY (Great Britain, Class 32)	782702	Registered
TRI-VALLEY (Japan, Class 29)	853810	Registered
TRI-VALLEY (Japan, Class 29, 31, 32)	879746	Registered

**Foreign Trademarks Acquired from Tri-Valley, Still Active,
But Owner of Record is S&W**

NUTRADIET (Malaysia, Class 29)*	M/B55180	Registered
NUTRADIET (Malaysia, Class 32)*	M/B55181	Registered
PALMDALE (Malaysia)*	M/27767	Registered

**U.S. Registered Trademarks
(Miscellaneous)**

Trademark	Number	Status
Beacon Hill*	390647	Registered
Blue Sky (Stylized)	736879	Registered
Calasia*	742461	Registered
Carmen*	527455	Registered
Cock O' the Walk (Benelux)*	025125	Registered
Cock O' the Walk (Finland)*	38217	Registered
Cock O' the Walk Grapes Jubilee (and Design) (Switzerland)*	352340	Registered
Cock O' the Walk (Indonesia)	331514	Registered
Diet Delight (Germany)*	816728	Registered
Diet Delight (Great Britain)*	B907618	Registered
Diet Delight (Panama)*	41518	Registered
Diet Delight (Panama)*	14289	Registered

F &P and Design*	741092	Registered
Full Bloom (Stylized)*	559887	Registered
Glorietta (script) (Canada)*	109462	Registered
Grapes Jubilee (Benelux)*	15745	Registered
Kobey's*	720417	Registered
Nutrdiet (Panama)*	15579	Registered
Nutradiet (Greece)*	50694	Registered
Pacific Gold (Germany)*	801553	Registered
Palmdale (Indonesia)*	M/324504	Registered
Palmdale (Singapore)*	S/21328	Registered
Pic't Ripe*	749257	Registered
Redwood Inn*	753813	Registered
Rich Gift (Stylized)*	546117	Registered
Taste O' the West and Design	163556	Registered
Town & Country*	1933101	Registered
Wonder Cooking (Stylized)*	560696	Registered
Worthmore*	170655	Registered

EXHIBIT "B"

PATENTS

NONE

EXHIBIT "C"

REGISTERED COPYRIGHTS

NONE